

# AGREEMENT



**STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
SUBGRANT AGREEMENT**

**SUBGRANT AGREEMENT NUMBER: #**

The **MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, hereinafter referred to as "MDCPS," and Mississippi Children's Home Society d/b/a Canopy Children's Solutions, Inc., hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

WHEREAS, pursuant to Section 43-1-2 of the 1972 Mississippi Code Annotated, as amended and 42 U.S.C. ' 604a, MDCPS is authorized to enter into agreements with public and private agencies for the purpose of purchasing certain services for the benefit of eligible individuals under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter the "Act"; and

WHEREAS, the Subgrantee is eligible for entering into agreements with MDCPS for the purpose of providing services for the benefit of certain eligible individuals under the Act; and

WHEREAS, the services being contracted for in this Agreement are not otherwise available on a non-reimbursable basis; and

WHEREAS, MDCPS wishes to purchase such services from Subgrantee;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, MDCPS and Subgrantee agree as follows:

**SECTION I  
PURPOSE**

The purpose of this Agreement is to engage the In Home services of the Subgrantee to perform certain services under the Act.

**SECTION II  
RESPONSIBILITY OF SUBGRANTEE**

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDCPS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference and the "2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan," attached hereto as Exhibit B.

**SECTION III**

## **TERM OF AGREEMENT**

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning July 1, 2017, or after all parties have signed, whichever is later, and end June 30, 2019. This subgrant may be renewed at the discretion of MDCPS upon written notice to Subgrantee at least ninety days prior to each contract anniversary date for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original subgrant and/or subsequent subgrants. The total number of renewal years permitted shall not exceed three (3), or extend past June 30, 2022. However, if MDCPS does not intend to renew the contract, Mississippi Children's Home Society d/b/a Canopy Children's Solutions shall be notified at least ninety (90) days prior to the contract anniversary date.

## **SECTION IV SUBGRANT AMOUNT AND PAYMENT**

### **A. SUBGRANT AMOUNT**

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDCPS shall not exceed Twelve Million Ninety Thousand and Five Hundred Twelve Dollars and Zero Cents (\$12,090,512.00) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit C and incorporated herein.

### **B. MAXIMUM LIABILITY**

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDCPS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of Twelve Million Ninety Thousand and Five Hundred Twelve Dollars and Zero Cents (\$12,090,512.00) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

### **C. CONSIDERATION AND METHOD OF PAYMENT**

Payment method is by **Cost Reimbursement** as referenced on the Subgrant/Agreement Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDCPS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

## **SECTION V AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and

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the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## SECTION VI RELATIONSHIP OF THE PARTIES

- A. It is expressly understood and agreed that MDCPS enters into this Subgrant with Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDCPS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDCPS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS and the Subgrantee.
- B. Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C. Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDCPS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDCPS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDCPS.
- D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDCPS for any purpose from said Subgrant sum.
- E. Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

## SECTION VII TERMINATION OR SUSPENSION

### A. TERMINATION FOR CAUSE

If, through any cause, Subgrantee fails to fulfill in a timely and proper manner, as determined by MDCPS, its obligations under this Subgrant, or if Subgrantee violates any of the covenants, agreements, or stipulations of this Subgrant, MDCPS shall thereupon have

the right to terminate the Subgrant by giving written notice to Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

## **B. TERMINATION FOR CONVENIENCE**

1. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this subgrant in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Subgrantee specifying the part of the subgrant terminated and when termination becomes effective.
2. *Independent Contractor's Obligations.* Subgrantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Subgrantee will stop work to the extent specified. Subgrantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Subgrantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Subgrantee to assign Subgrantee's right, title, and interest under terminated orders or subcontracts to the State. Subgrantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **C. TERMINATION FOR DEFAULT**

1. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **C. TERMINATION UPON BANKRUPTCY**

This subgrant may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such



termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**D. TERMINATION IN THE BEST INTEREST OF THE STATE**

This Subgrant may be terminated by the MDCPS in whole, or in part, with 15 days' notice whenever MDCPS makes the final determination that such termination is in the best interest of the State of Mississippi. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

**E. TERMINATION FOR FORCE MAJEURE**

If either Party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or other acts beyond its control and without its fault or negligence, to comply with its obligations under this Subgrant, then such party shall have the option to terminate this Subgrant, in whole or in part, upon giving written notice to the other Party.

**F. PARTIAL TERMINATION**

In the event of a partial termination, the Subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

**G. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION**

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably and necessarily incurred in the satisfactory performance, as determined by MDCPS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement. In

no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions of this subgrant, Subgrantee shall be liable to MDCPS for damages sustained by MDCPS by virtue of any breach of this Agreement by Subgrantee, and MDCPS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDCPS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDCPS, become the property of MDCPS and shall be disposed of according to MDCPS' directives.

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The rights and remedies of MDCPS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

## **G. TERMINATION OR SUSPENSION**

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDCPS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDCPS;
2. Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
4. Withhold further awards for the Subgrantee's program; or
5. Take other remedies that may be legally available.

## **SECTION VIII COMPLAINT RESOLUTION**

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDCPS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDCPS.

## **SECTION IX COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Subgrantee shall comply with all applicable policies and procedures of MDCPS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the performance of services under this Agreement. The Subgrantee shall comply with, among other regulations, the Act; the 2016 MDHS Subgrant/Agreement Manual, and the applicable Code of Federal Regulations.

If the Subgrantee advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDCPS.



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In executing this Subgrant, Subgrantee shall comply with all federal and/or state statutes or regulations that are made applicable to the grant when properly promulgated and published by the Federal and/or State Government. It is specifically agreed that should additional federal legislation be enacted, or should the U.S. Department of Health and Human Services or other governing federal agencies enacted new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulation as of the effective date of their enactment.

## **SECTION X STANDARD ASSURANCES**

This Agreement is subject to the Subgrant/Agreement Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services (Exhibit A), the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding (Exhibit C), Board Member's Notification of Liability, (Exhibit D) 2016 MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G); all of the foregoing being attached hereto and incorporated by reference herein.

## **SECTION XI AGREEMENTS BY SUBGRANTEE**

### **A. GENERAL RESPONSIBILITY**

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship

with MDCPS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDCPS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDCPS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDCPS.

### **B. USE OF FUNDS**

In any Contracts/Subcontracts which Subgrantee enters into with Contractors/Subcontractors for provision of services and/or goods under this Agreement, Subgrantee shall require that the funds obligated under said Contracts/Subcontracts shall

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be used to support the Contracts/Subcontracts for the provision of only such services authorized under this Agreement. Subgrantee agrees that it shall require all of such Subgrantee's Contractors/Subcontractors/Employees to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and state laws, statutes and regulations.

**C. ADMINISTRATIVE CHARGES**

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

**SECTION XII  
ELIGIBILITY FOR SERVICES**

Subgrantee agrees to provide services only to the target population described in the Scope of Services (Exhibit A).

**SECTION XIII  
CONFIDENTIALITY**

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDCPS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The Subgrantee will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

**SECTION XIV  
AUDIT**

**A. INTERNAL AUDITING**

Subgrantee shall conduct internal auditing procedures to ensure that the services provided and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the 2016 MDHS Subgrant/Agreement Manual and all applicable laws, statutes, rules and regulations.

**B. INDEPENDENT AUDITING**

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Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the 2016 MDHS Subgrant/Agreement Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

**C. RESPONSIBILITY OF SUBGRANTEE**

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

**D. SUPPLEMENTAL AUDIT**

MDCPS retains the right to perform a supplemental audit and review, when MDCPS deems the same to be appropriate, of any and all of the Subgrantee's and/or its Contractor/Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

**E. AUDIT EXCEPTIONS**

Subgrantee shall pay to MDCPS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future amounts by a total equal to the amount disallowed or deferred, and/or by other methods approved by MDCPS, including recoupment of funds paid to Subgrantee under this Agreement.

**SECTION XV  
INDEMNIFICATION**

MDCPS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDCPS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature

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whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

## **SECTION XVI INSURANCE**

Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDCPS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

## **SECTION XVII RECORDS**

### **A. MAINTENANCE OF RECORDS**

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDCPS or by duly authorized federal and state personnel.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDCPS, as required, necessary and proper vouchers, documentation and otherwise to

support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

### **B. ACCESS TO RECORDS**

Subgrantee agrees that MDCPS, the federal grantor agency, the Comptroller General of the United States and/or any of their duly authorized representatives shall have access to any and all books, documents, papers, electronic media or records of the Subgrantee or of the Subgrantee's Contractors/Subcontractors which are pertinent to the program for the purpose of making audits, examinations, excerpts and transcripts of such records.

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### **C. RECORDS OF SUBGRANTEE**

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDCPS' Records Retention and Access Policy, as set forth in the 2016 MDHS Subgrant/Agreement Manual.

### **D. FINANCIAL DOCUMENTS**

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDCPS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled checks and/or drafts. The request for said documents and/or records shall be made in writing by MDCPS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

## **SECTION XVIII AVAILABILITY OF INFORMATION**

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

## **SECTION XIX REPORTING**

### **A. MONTHLY REPORTING**

Subgrantee shall furnish MDCPS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

As may be requested by MDCPS, Subgrantee shall review and discuss any of such written reports at such time and in such manner as may be deemed necessary by MDCPS.

### **B. TERMINATION REPORTS**

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Subgrantee shall furnish MDCPS a written termination report within ten (10) days from the termination date unless additional time is granted in writing by MDCPS. The termination report shall include information and data required by MDCPS to furnish evidence of financial and programmatic compliance.

#### **C. FINAL FISCAL REPORT**

The Subgrantee shall provide a final fiscal report to MDCPS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by MDCPS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDCPS funds and shall be returned to MDCPS in full. Where deemed appropriate by MDCPS and accepted by the Subgrantee, a reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other methods approved by MDCPS. Proper procedures for closeout of the Subgrant, as detailed in the 2016 MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

#### **D. TAX REPORTS**

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDCPS a copy of all reports within ten (10) days after filing.

### **SECTION XX DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Deputy Commissioner of MDCPS. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Commissioner of the Mississippi Department of Child Protection Services a written request for review. Pending final decision of the Commissioner or his designee, the Subgrantee shall proceed in accordance with the decision of the Commissioner of MDCPS.

In a review before the Commissioner or designee, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under



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review. The decision of the Commissioner or designee shall be final and conclusive unless that decision is determined by a court of competent jurisdiction in Jackson, Hinds County, State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith, or that it was not supported by substantial evidence.

## **SECTION XXI WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of terms of this Agreement.

## **SECTION XXII PATENTS, COPYRIGHTS, AND RIGHTS IN DATA**

### **A. PATENTS**

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40, Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

### **B. COPYRIGHTS**

MDCPS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

1. The copyright in any work developed under this Agreement, or under any subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and
2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

### **C. RIGHTS AND DATA**

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All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors will be the property of MDCPS and will remain so upon completion or termination of this Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDCPS at any time, and all information thereon shall belong to MDCPS, and shall be delivered to MDCPS on MDCPS' request therefor.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDCPS. Such programs and files shall be identified by program and file name.

#### **SECTION XXIII ALTERATION OR MODIFICATION OF AGREEMENT**

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when agreed to by both parties hereto, reduced to writing, and duly signed by each Party.

#### **SECTION XXIV SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION XXV BINDING REPRESENTATIVES AND SUCCESSORS**

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

#### **SECTION XXVI EQUIPMENT AND SUPPLIES**

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDCPS= Inventory Management Policy within the 2016 MDHS Subgrant/Agreement Manual.

**SECTION XXVII  
FUNDS USED TO SUPPLEMENT**

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

**SECTION XXVIII  
ASSIGNMENT**

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDCPS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

**SECTION XXIX  
CONFLICT OF INTEREST**

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDCPS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDCPS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2016 MDHS Subgrant/Agreement Manual.

**SECTION XXX  
APPLICABLE LAW**

The subgrant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Subgrantee shall comply with applicable federal, state, and local laws and regulations.

**SECTION XXXI  
E-VERIFY**

If applicable, Subgrantee represents and warrants that it will ensure its compliance with the

April 2017

Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Subgrantee agrees to provide a copy of each such verification. Subgrantee further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Subgrantee to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Subgrantee by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both.

In the event of such cancellations/termination, Subgrantee would also be liable for any additional costs incurred by the State due to Subgrant cancellation or loss of license or permit to do business in the State.

## SECTION XXXII TRANSPARENCY

This subgrant, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this subgrant is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Subgrantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## SECTION XXXIII INCLUSION OF ALL TERMS AND CONDITIONS

This Agreement and any and all documents attached hereto or incorporated by reference herein, including the Subgrant Signature Sheet, constitute the entire agreement of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations,

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 April 2017

understandings and agreements, written or oral, between the parties relating thereto. No other understanding regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

#### SECTION XXXIV NOTICE

Notice as required by the terms of this Subgrant shall be certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or Notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDCPS or Subgrantee. The Parties agree to promptly notify each other of any change of address.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

8/4/2017 | 3:37 PM CDT

DATE

By:

DocuSigned by:

*Dr. John Damon*

Dr. John Damon

Chief Executive Officer

MS Children's Society d/b/a Canopy Children's Solutions

DocuSigned by:

*Kristi R. Plotner, USW*

Dr. David A. Chandler, Commissioner

Mississippi Department of  
Child Protection Services

8/4/2017 | 4:09 PM CDT

DATE

By:

# Exhibit A

## SCOPE OF SERVICES



**Description of Services**

The In Home Services program provides family preservation, reunification, and family support services and sets forth conditions under which children may be safely maintained or safely returned to their homes. Safety for these children and youth is paramount. The primary goal of the In Home Services program is to remove the risk of harm to the child rather than removing the child by: (1) providing services that will protect children and allow them to safely remain in their own homes, avoiding out-of-home placement, (2) providing services to safely and expeditiously reunite children, who are in out-of-home placement, back with their families, (3) providing the family support needed to stabilize families and improve families function, (4) enhancing parenting skills, (5) increasing access to social, formal, and informal concrete supports, (6) addressing mental health and substance abuse issues, and (7) reducing child behavior problems.

Canopy Children's Solutions as an organization has adopted four values which are the foundational beliefs and the driving force behind all that we do:

- *The voice of our children and families always comes first.*
- *Relationships matter.*
- *We take great joy in service to others.*
- *Our families and our community deserve our very best.*

These values along with the following concepts and beliefs taken directly from the HOMEBUILDERS model will serve as the standards for Canopy Children's Solutions In Home Services.

- *Safety is our first concern.*  
The safety of our families, practitioners, and other members in the community is of utmost importance and our highest priority.
- *It is best for children to be raised in their own families whenever possible.*

Children usually benefit most from living with their immediate or extended families. In situations where it is not possible for them to do so, permanency planning is the best option to help reduce the effects of separation and loss.

- *We are most effective when we work in partnership with our families.*  
Families have the best information about themselves and their lives, and treating them as partners and colleagues is the best way to gain access to that information. Everyone has strengths, skills, and unique cultural experiences. If we recognize these experiences and treat families with respect we will be most likely to develop positive working relationships and to be successful in our work with them.
- *People are doing the best they can.*  
People's behavior is influenced by many factors, including their past and present environment, the skills they have learned, and the social support they have available. It is critical that we remain non-judgmental while assessing the effects of these factors on each individual.
- *All people have the potential to change.*  
People change constantly, as a result of planned and incidental learning. The knowledge that people can and do change helps us maintain an optimistic outlook. A skills-based teaching approach helps us influence the direction and nature of change.
- *We cannot tell which situations are amenable to change.*  
Historical information can help us assess each family's situation, but is not sufficient to predict which families will make changes during our intervention. Therefore, we must remain open-minded about each family's chances of success.

- *A crisis is an opportunity for change.*

In a time of crisis, families may find that their usual ways of doing things no longer work.

This presents us with an opportunity to help them develop new and more effective skills.

- *We are accountable to our families and ourselves for service quality.*

It is essential that we provide services that meet the needs of both the families we are trying to help and the people who refer them to us. In order to do so, all of our customers must become involved in the process of evaluating our work. Only with this involvement can we be truly accountable for the quality of the services we provide.

- *It is important to reduce barriers to services.*

It is the job of the practitioner to do everything possible to reduce the barriers that make it difficult for families to take advantage of our services. We can reduce these barriers and increase motivation by being accessible and flexible, and taking the service into families' homes. When the help that we offer is attractive, comfortable, and culturally responsive, families will be inspired to believe that change can occur.

***Canopy In Home Services***, is an intensive, home and community-based family preservation, reunification, and support services program for (1) families with children ages birth to 18, who are under the care and jurisdiction of MDCPS, who are at-risk of being removed from the family and placed in foster care, group care, psychiatric hospitals, or juvenile justice facilities, or who have been removed and for whom reunification is an appropriate option and (2) families with pregnant mothers who are at high risk of the child being removed due to substance use issues once the child is born. In Home Services will provide families with intensive, in-home, crisis intervention services and solutions that promotes family competence by building on existing strengths and resources; teaching skills; and, providing supports to families whose children are at

risk for removal due to abuse or neglect. Families will receive 8-12 weeks of intensive solution focused interventions and case management services with 8-10 hours of face to face contact per week. Families will receive up to 80-100 hours of services during this time period. The family may continue to receive services and supports up to another 12 weeks (period) with reduced intensity if deemed necessary for child safety and family preservation by Canopy Program staff and MDCPS. Canopy Program staff, when deemed necessary, can maintain a casual, professional relationship with families in a soft support stage by checking on them and offering advice and needed information for up to 1 year from time of entering the In Home Services program through monthly telephone contact for up to a year after termination.

Canopy Children's Solutions offers integrated permanency services within a regionally-managed and centrally-supported service delivery system across the state. This allows children and families served in the In Home Services program to experience a seamless system of care that will preserve the family, preclude placement into costly out-of-home programs, harness existing family strengths, deliver skills training, and offer the supportive services families need to thrive. The In Home Services program will operate within each of the four Canopy-identified Regions under the leadership of our Regional Directors. Each Regional Director will have at his or her disposal access to a full array of regionally-managed permanency services including family preservation, therapeutic foster care, intensive in-home therapeutic services, diagnostic and evaluation shelter care services, and adoption/post-adoption services. Furthermore, if necessary, they will have access to more intensive clinical services (e.g., psychiatric residential treatment; residential, outpatient, and, special education services). Composition and organizational structure through which the services will be deliverable statewide is as follows:

**Staff Qualifications****Centralized administrative staff located in Jackson includes:****Senior Director of Operations:**

The Senior Director of Operations, Shea Hutchins, LCSW, is responsible for the overall administration and operations of all CANOPY CHILDREN'S SOLUTIONS programs/services.

The Senior Director of Operations works with the Regional Directors to plan, organize, implement, and monitor all programs/services operated by CANOPY CHILDREN'S SOLUTIONS to insure consistent, customer-focused, high-quality, cost-effective care delivery across all the state. The Senior Director works closely with the Director of Intensive In- Home Services to insure that all programs/services reflect evidenced-based (best) practices. The Senior Director also works closely with other leaders to insure sound fiscal management across all programs/services. This position will also collaborate with state and local personnel including Mississippi Department of Child Protection Services, Mississippi Department of Mental Health, Division of Medicaid, and other regulatory agencies as appropriate.

This position requires a minimum of five (5) years of experience in administration or supervision of mental health or related child care program/service with demonstrated success leading multi-program operations through significant change, growth, or start-up activities. Advanced clinical degree/credential (e.g., Ph.D. or LCSW) or combination of MBA and Master's degree in Social Work or related area of study including mental health required. A professional license (e.g., Psychologist, LCSW, LMFT, LMSW, LPC) also required.

**Intensive In-Home Services Director:**

The Intensive In-Home Services Director, Wanda Thomas, LCSW, is responsible for the overall administration of practice standards of the Intensive In-Home Services Programs statewide. The Intensive In-Home Services Director oversees the practice of the In Home Services program for each region that plans, organizes, and administers In Home Services including implementation of evidence based (best) practices, staff training and development, and standardization of practice across the state. The Intensive In-Home Services Director serves as a liaison and collaborates with other state and local personnel including CPS as well as other community partners. The Director must have a Master's degree in social work or related area of study including mental health. A professional license (e.g., LCSW, LMSW, LMFT, LPC) or DMH credential as a Mental Health therapist required.

**Family Preservation Coordinator:**

The Family Preservation Coordinator is responsible for the coordination and serves as the liaison for the family preservation program statewide. Works in collaboration with the Intensive In Home Services Director to oversee the practice of the family preservation program as it relates to planning, organizing, and administering family preservation/reunification services including implementation of evidenced based (best) practices, standardization of day to day operations, staff training and development, program policies and procedures, as well as program fiscal management. Responsible and effective management will be critical to achieving the specific objectives and goals. This position will also collaborate with state and local personnel including MCPS, MDMH, Medicaid, and other regulatory agencies as appropriate. Provide administrative support to the Director of Intensive In-Home Services.



**Regionally Coordinated System of Care**

At the local level, Regional Directors are responsible for the coordination and implementation of all services within each region. The In Home Services program staff in each of the Canopy Children's Solutions regions will include one masters trained supervisor for up to five teams. Each team is made up of one masters trained therapist and one bachelor trained case manager.

**Regional Director:**

Regional Director is responsible for the overall administration and management of each of the four Canopy Children's Solutions regions:

- Jody Herring, LMFT, PhD (North)
- Christian Ware, LPC (Central)
- Karen Simmons, M Ed, CMHT (South)
- Tammy Miller, LMSW (South Central)

The Regional Director oversees the staff for the region's programs and works in collaboration with the Senior Director of Operations to plan, organize, and administer quality programs and services including operations, clinical care, staffing, physical property, environment of care, and fiscal management. The Regional Director provides oversight to ensure compliance with all regulatory requirements and insure effective community relations/outreach. The Regional Director's position requires a minimum of a Master's Degree in Social Sciences or related field and at least two (2) years' experience working with children with serious emotional disturbance and their families in a similar or more restrictive environment. Professional Licensure or DMH certification is required along with supervisory experience. The Regional Director provides direct supervision to the Site Managers in their assigned region.

**Site Manager:**

The Site Manager is responsible for the overall administration and management of the assigned Canopy Children's Solutions office in direct coordination with the Regional Director. The Site Manager oversees the staff in the assigned office location with two or fewer programs. The Site Manager works to plan, organize and administer quality programs and services including day to day operations, clinical care, staffing, physical property, environment of care, and fiscal management. The Site Manager provides oversight to the assigned location to ensure compliance with all regulatory requirements and ensure effective community relations/outreach. Strong leadership skills, business acumen and effective administration skills are critical to be successful to achieve outcomes. The Site Manager may also function as the In Home Services Supervisor as needed by region.

The Site Manager position requires a master's degree required in social work, counseling, or related field and at least three (3) years of experience working with children with serious emotional disturbance (SED) and their families. Two (2) years of supervisory experience is required. Mississippi licensed in a mental health field required, CMHT certification from MDMH may be considered in lieu of professional licensure. Must demonstrate competence in writing, completing reports, and preparation of reimbursement documents related to payment for services. Computer skills required. Some experience with general marketing of programs and services to select groups required. Must be at least 21 years of age, have a valid driver's license, a good driving record, proof of legally appropriate auto liability insurance and must be willing to use personal vehicle for agency business.

**Permanency Supervisor:**

The Permanency Supervisor will provide clinical and administrative supervision to the TFC and In Home Services program staff. This position will ensure the delivery of quality services to the youth and families who participate in the TFC and In Home Services program. The Permanency Supervisor will ensure continuity and fidelity of programmatic services statewide in consultation with the site manager and regional director. The Permanency Supervisor will possess strong organizational and leadership skills and will be able to coordinate all aspects of the service delivery system including but not limited to managing referrals, recruitment of families, home studies, training and support services, child/youth matching and placements, supervision of placements, finalization of adoptions, and coordination with congregate care. The Supervisor will be responsible for ensuring staff members provide all required services to youth and families in a timely, compassionate, and competent manner.

The Permanency Supervisor position requires a master's degree in social work, psychology, or related mental health field. Professional Mississippi license such as LCSW, LMSW, LPC or LMFT or a mental health certification in lieu of a license with sufficient experience. At least two years of experience working with children, youth and families who have been involved in some way with the child welfare system or behavioral health system required. Supervisory experience preferred.

**In Home Services Supervisors:**

In Home Services Supervisors provide clinical and administrative supervision and support to the In Home Services team members delivering services to the families who participate in the In Home Services Program. The Supervisor coordinates caseloads and ensures that the team members provide all required services to families in a timely, compassionate, and competent fashion. The In Home Services supervisor monitors team members to ensure program compliance with licensing and accreditation standards. This position requires a Master's degree

in Social Work, Counseling, Social Rehabilitative Services or related field, work experience, supervisory experience, and licensure or certification.

**Therapist:**

The In Home Services Therapist will provide therapeutic services based on assessed needs. If the child or adolescent and/or family is already involved in the mental health system, the therapist will be responsible for coordinating with those mental health providers for continuity of therapeutic services. The therapist will work collaboratively with the Child Protection Services (CPS) caseworker, family and child/adolescent in developing the case plan to ensure effective implementation of services to meet the needs of the In Home Services family making necessary adjustments based upon changing needs. The therapist is responsible for the In Home Services Case Plan in coordination with the CPS Individualized Service Plan and oversight of the In Home Services Safety/Crisis Management plan in coordination with the CPS Safety Plan. This position requires a Master's degree with appropriate licensure or certification as well as two years of clinical experience.

**Case Manager:**

The In Home Services Case Manager is responsible for assessing service needs and linking the child and family with a range of social, educational, vocational, recreational, and other related services based on the family's individualized needs. The Case Manager serves as an adult role model who works collaboratively with the family in creating a supportive environment addressing the basic needs of the child and family through referral, education and skill development. The Case Manager works collaboratively with the CPS caseworker and family and child/adolescent in developing the CPS individual service plan. The plan is designed to ensure effective implementation of services to meet the needs of the In Home Services family, making

necessary adjustments based upon changing needs. Case management services are provided, are comprehensive, and must include: assessment, planning, referral and linkage to services and monitoring of progress and outcomes. The Case Manager teaches parenting skills utilizing Active Parenting curricula. Active Parenting is on SAMHSA's National Registry of Evidence – Based Programs and Practices. The Case Manager position requires a bachelor's degree in Social Work or a related field, at least two (2) years of experience working with children and families, and demonstrated competence in working with children/adolescents and their families within the child welfare system.

#### **Caseload Management**

Canopy will provide up to thirty (30) teams throughout the state as needed to provide family preservation, reunification, and family support services based on volume of referrals. The Canopy North Region will provide nine (9) teams: Tupelo office three (3) teams, Starkville office two (2) teams, Olive Branch office will house both Olive Branch three (3) teams and Batesville one (1) teams. The Canopy Central Region will provide (6) teams: Jackson office three (3) teams, Meridian office two (2) teams, and the Greenville office one (1) team. The Canopy South Central Region will provide five (5) teams: three (3) Hattiesburg office, one (1) McComb office and one (1) Natchez. The Canopy South Region will provide ten (10) teams; the Gulfport office seven (7) teams; and Saucier office (401 property) three (3) teams.

Due to the intensity of services required, each team will carry a caseload of 5, no more than six (6) cases at a time. The caseload will be comprised of cases within the Phase I (Intensive Family Service/Support) and Phase II (Transition/Closure). Each family within Phase I will receive 8-10 hours of face to face contact per week (to include contact with formal and informal supports ensuring the majority is with the child and family). Each family within Phase II will receive 4-5

hours of face to face contact per week (to include contact with formal and informal supports ensuring the majority is with the child and family). The families within the Soft Support phase will not count as a part of the six family caseload.

### **Referrals**

Referrals to the In Home Services program will come from the court system and MDCPS staff who have identified the family and child(ren) as appropriate for and in need of intensive solutions provided by the In Home Services. Once a valid referral is made, the family will be contacted by the assigned In Home Services team within 24 hours and visited by the In Home Services team within 48 hours. If deemed an emergency situation, the family will be visited as soon as possible (within 24 hours). Referrals will be generated internally from CPS and court staff and submitted to the MDCPS In Home Services Statewide Coordinators who will serve as gatekeepers and will screen for eligibility based on established criteria. Canopy Children's Solutions will accept referrals and provide In Home Services in all four Canopy Children's Solutions regional areas: North Region, Central Region, South Region, and South Central Region. The office locations include the following: 1) the North Region is based in Tupelo with satellite offices in Starkville, and Olive Branch; 2) the Central Region is based in Jackson with a satellite office in Meridian and Greenville; 3) the South Region is based in Gulfport with a satellite office in Saucier; 4) the South Central Region is based in Hattiesburg with satellite offices in McComb and Natchez. Additional satellite locations and teams will be added throughout the term of the contract through collaboration with MDCPS to ensure coverage and services are available in areas of need across the state.

To be eligible for In Home Services, the child or adolescent must be between the ages of birth to eighteen (18) and being served in an open case or investigation by CPS. The primary criteria for



a referral to the In Home Services program will be a family where the children or adolescents served by MDCPS are at risk for removal from the home setting for a placement in a standard or more restrictive foster care placement (Family Preservation Services), or the children or adolescents must have recently been removed from their home for a period not to exceed eight months with the goal of timely reunification (Family Reunification Services). The family is considered the family/case. Families must voluntarily agree to participate in the services and the family must commit to actively participate due to the intensity of the services and the services being provided primarily in the home setting. Judges may court order families for services; however, the families still have the right to voluntarily agree or decline participation in the services.

Referrals submitted must document the family is being referred for either family preservation or reunification. In addition, the referral must include the referral form, treatment plan checklist, the consent form, and other pertinent social history. If eligibility criteria is met and the referral is approved, the MDCPS In Home Services Statewide Coordinators will upload the referred case to the CPS Smartsheet and the Site Manager/In Home Services Supervisor will assign the referral to their In Home Services team and update the CPS Smartsheet with the appropriate status as well as upload the In Home Services Referral Disposition Form within 24 hours of referral. Canopy will accept the referral, if it meets the established criteria and includes all required referral documentation i.e. program consent form. In cases where a pending/waitlist status is given, the In Home Services Supervisor will provide a status update until the family moves to active status.

If there are any issues or concerns about the appropriateness of the referral based on established criteria, the Canopy Site Manager/In Home Services Supervisor will contact the Canopy's Family Preservation Coordinator and/or Intensive In-Home Services Director and discuss in

collaboration with the MDCPS In Home Services Statewide Coordinators immediately. In cases in which the decision has been made to not accept the referral, Canopy will complete the In Home Services Disposition Form documenting the reason for not accepting the referral and upload to the CPS Smartsheet within 24 hours.

If a disposition has already been submitted accepting the case and within 5 business days it is determined that the referral is not appropriate, due to inability to contact family, family declines services, immediate safety or risk factors requiring removal of children, etc. the In Home Services Supervisor will discuss with MDCPS In Home Services Statewide Coordinator and complete an updated In Home Services Disposition Form documenting the reason for closing the referral/admission and upload to the CPS Smartsheet within 24 hours of the decision.

Upon receiving a referral, Canopy will coordinate with the local MDCPS staff and make contact with the family within 24 hours and conduct the first home visit within 48 hours of receiving the referral. It is important to note that pregnant mothers who test positive during pregnancy are considered emergency referrals for In Home Services and will have top priority for admission. Canopy Children's Solutions personnel does not have the same legal authority as MDCPS and cannot enter the home or contact the family without the appropriate documentation, to include the program consent form. If the referral is an emergency requiring immediate action prior to a 24 hour response, the Canopy's Family Preservation Coordinator in collaboration with the MDCPS In Home Services Statewide Coordinators will need to determine if the referral is appropriate for In Home Services. The safety of the child(ren) is always paramount and should take priority in determining appropriate referrals and services for the family. When emergency situations are deemed appropriate referrals after collaborating with CPS worker and MDCPS In Home Services Statewide Coordinators, Canopy In Home Services program staff will visit the

family as soon as possible (within 24 hours). In order to best meet the needs of the family, the location of the services is identified as where the family lives and functions i.e. birth, kin, adopted, foster. The majority of services will take place in the family home; but, services might also be provided in the community at the school, shelters, group homes, CPS office, juvenile detention centers, shelters, or any other community areas. Services will be family driven and youth guided to meet the needs of the family and is supportive of family strengths, and will be provided around the availability and schedule of the family.

Referrals that are not appropriate for In Home Services and therefore would not be accepted, include the following:

- Parents who are moderately to severely mentally challenged (cannot function outside of a facility).
- Families in which the parent or target child is actively psychotic, suicidal, or homicidal.
- Parents who have killed, maimed or seriously injured a child.
- Families in which the primary problem has been sexual abuse and the perpetrator remains in the home.
- Drug and alcohol dependent families (unless voluntarily combined with active drug and alcohol treatment programs or voluntarily in agreement with pursuit of active drug and alcohol treatment programs.)
- Reunification cases where the child or children have been in the MDCPS system over 240 days.

- Reunification cases where the child has been removed from the home without a permanency plan for reunification.
- Reunification cases where the child has been removed from the home without a date for the child's return within 6 to 8 weeks of the service period.
- Reunification cases must have a review hearing prior to the referral with recommendation for reunification within the first 6 to 8 weeks of the service period.

### **Assessment**

Once the referral is accepted, Canopy Children's Solutions will coordinate with the local CPS staff and contact the family within twenty-four (24) hours. The admission date to the program will be the date of the first face to face meeting and the family signs the Canopy Children's Solutions consent to treat form as a part of the admission process. During the initial meeting with family, a Family Centered Crisis Management Plan and Safety checklist will be developed with the family, reviewed and updated as needed, and will include crisis intervention, crisis management and crisis debriefing. Canopy Children's Solutions staff will present the Crisis and Safety Plan developed with the family to the CPS caseworker to collaboratively integrate with the CPS Safety Plan.

The Canopy In Home Services team will assess the family's functioning and develop an assessment report within 3 business working days of the referral. Once the family functioning assessment is completed, a Family Service Plan (Comprehensive Case Plan) is developed with and for the family within 7 working days of referral. During the assessment and plan development period, any needed crisis services deemed necessary to protect the child(ren) shall be provided. Once completed, a copy of the family functioning assessment is submitted to MDCPS.

The following assessment tools will be utilized by the Canopy In Home Services team during the assessment of the family:

**Family Assessment:**

Completed within 3 days of program admission and clearly identifies the needs, strengths and staffing recommendations for the family.

**Pain & Nutrition Screenings:**

Completed within 24 hours of admission to the program to determine if there are any nutritional and/or pain management needs.

**Initial Risk Assessment:**

Completed to assess and identify specific characteristics of the individuals served and environmental features that may increase or decrease the risk for suicide.

**Safety Checklist:**

Completed to bring awareness to the family of any potential home safety issues.

**Suicide Risk Assessment**

Completed when a family is having suicidal ideations and/or viewed as being at risk as identified through the Initial Safety Risk Assessment.

**The North Carolina Family Assessment Screening and Post Trauma/Wellbeing Assessment Scale (NCFAS G+R T/WB):**

Data is generated from individual assessment scores within 5 days of admission and again at least 24 hours prior to scheduled discharge and within 48 hours following an

unscheduled/premature discharge. The NCFAS is completed by the therapist. The scores are computed for each domain as it relates to Preservation/Reunification cases and are documented in Evolv.

**Trauma Focused – Cognitive Behavioral Therapy Trauma Screen (TF-CBT Trauma Screen):**

Completed within 10 days of admission. The Trauma History Checklist is completed for all adults; the Trauma History Questionnaire is completed for all children and adolescents between the ages of 7 and 18. If trauma is identified for an individual, the UCLA PTSD Index for Children is completed for those ages 7-12, the UCLA PTSD Index for Adolescents and Adults is completed for those ages 13 and above.

**Preliminary Action Plan (PAP):**

Completed during the first face to face with the family at the time of admission. The PAP identifies immediate needs and includes action steps for the first 7 days of service while the Comprehensive Case Plan is being developed.

**Comprehensive Case Plan:**

Developed collaboratively with the CPS case worker, the family and the In Home Services staff. The plan is completed within 7 days of the first face to face with the family and date of admission. The case plan is reviewed and updated collaboratively at each meeting with the family. Need statements are descriptive and individualized and goals are clear and individualized and capture the request of the family, NCFAS G+R T/WB findings, and/or CPS referral information. The action plan and steps are specific, individualized, measurable, and attainable. The discharge planning section is complete, relates to case plan goals, and reflects regular reviews and updates (as needed), including a projected discharge date. The language used

in the plan is clear and specific and can easily be understood by the family. Once completed, a copy of the plan is submitted to the MDCPS.

Within Canopy Children's Solutions In Home Services program, we utilize a team approach in our work with families. Each team will consist of a Master's-level supervisor, a bachelor's-level professional (Case Manager), and a master's level professional (Therapist). Many states have successfully adopted this model as the intervention of choice over a model utilizing only a single case worker (as called for in the Homebuilder's Model, for example) assigned to the family. Services will be provided by a team to include a Master's trained therapist and a Bachelor's level case manager. The teams are supervised by a Master's level supervisor. Together, the team will conduct thorough assessments of child and family functioning and deliver a comprehensive range of evidence-based services including: crisis intervention, assessments, treatment planning, case management, Trauma Focused- Cognitive Behavior Therapy (TF-CBT), Cognitive Behavior Therapy (CBT), PracticeWise, Active Parenting, advocacy, help with access to needed resources, family therapy (with focus on self-control, child management, communication, problem-solving, marital harmony, and other issues as indicated, individual therapy as needed, and evaluation of treatment plan efficacy and consumer satisfaction). Each team will be responsible for coming along side each family to assist the family in acquiring skills designed to prevent the removal of children from the home setting. The In Home Services teams will be available to each family on a 24 hour/7 day a week basis.

This team approach model has proven effectiveness in the state of Mississippi. In 2016, of 303 families served by this model (which included 753 children), only 37 children were recommended for removal. This represents a 92% success rate.



Canopy Children's Solutions In Home Services staff will work with CPS county staff to ensure Family Team Meetings (FTM) are held, including the family and additional family supports to collaborate on the development and/or update of the Family Service Plan (FSP) building on the strengths and the individualized needs of the family and family. FTM are scheduled bi-weekly, or more frequently as needed. Development of Family Service Plans and Comprehensive Family Assessments will be coordinated with local CPS staff in efforts to help CPS staff meet the MDCPS policy timelines and Mississippi Practice Model requirements.

Services provided will address the cause(s) for the child entering custody or reasons the child is at risk for an out of home placement. In Home Services being provided to the family must be individualized and guided by the goals and activities of the In Home Services Case Plan and CPS FSP. Families will have the opportunity to participate in evaluation of program efficacy and consumer satisfaction through surveys and their input will be utilized to continuously improve services. At intake and discharge, the family will be provided a survey to rate the referral process (intake) and service delivery (discharge). These surveys will be delivered by a team member. The family will be asked to fill out the survey and upon completion it will be placed in a sealed envelope, which will be transported to the office. These surveys are confidential, anonymous, and voluntary. These surveys will be forwarded directly to the Family Preservation Coordinator to enter the results into a database for reporting.

As stated in our values (above), we believe that the removal of children from the home can be prevented through competent and timely interventions that stabilize the home and improve family functioning. We believe that when families are provided with enough support, skills training, and therapeutic intervention (when necessary), every child and family can live up to their full potential and experience a permanent, loving home. Moreover, we believe that families

can establish new patterns of communication and behavior that will redefine the rules, roles and relationships of the family. As a result, these new skills will not only change them, but (also) derail the multigenerational pattern of abuse and neglect for generations to come. To that end, families served by our In Home Services teams can expect:

- Staff available 24 hours a day, 7 days a week for crisis intervention and to assist in skills building
- Teams serving them to have small caseloads (no more than 5- 6 families per team)
- A team member will make contact with them within 24 hours of referral and visit the family within 48 hours of referral (if deemed an emergency the family will be visited as soon as possible (within 24 hours))
- A thorough assessment of the child and family functioning
- Team members to work diligently to provide them with locating and accessing concrete services (e.g., housing, clothing, food, auto repairs, etc.)
- Team members to deliver services where the family needs them delivered, usually in the home (but may also be delivered at the school, kinship site, etc.)
- Team members to provide and/or connect them with all necessary therapeutic services according to their assessed needs (e.g., use of evidence based practices, motivational interviewing, behavior parent training, cognitive behavior therapy strategies, relapse prevention, marital training, family counseling, individual case management, family advocacy, depression assessments, parent skills training, communication skills training, problem solving techniques, behavior management training, referral resources, etc.)

- Intensive and time-limited services (80-100 hours of face to face contact )
- Follow-up contact-Soft Support Stage (monthly telephone contact after termination)
- Program evaluation to assure they are satisfied with their services and to assure its efficacy
- Team members serving them will display and model genuine concern for their well-being, a commitment to their success, and an optimist belief toward the permanency of the family
- Full partnership with state and local MDCPS personnel (e.g., full participation in the initial Family Team Meeting, coordination in subsequent Family Team Meetings, assisting with Adoption Awareness Month, Child Abuse Prevention Month, Foster Care Appreciation Month, Back to School, Christmas and Thanksgiving events)

#### **Goals and Objectives:**

There are three essential and interrelated goals of this program:

(I) **Safety**: Use intensive monitoring, family support services, and parenting education to make sure participating children never again suffer abuse or neglect in their families;

(II) **Permanence**: Keep participating families together to the degree possible without endangering children by (a) preventing new custodial/guardianship cases from coming onto the CPS caseload; and (b) helping to achieve permanency plan goals by expediting completion and termination of cases.

(III) **Well-Being**: Increase the strength and stability of families, and increase parents' confidence and competence in their parenting skills.

The following In Home Services objectives will be implemented to support and attain these three goals:

1. In Home Services staff will provide intensive monitoring to make sure at least 95% of

participating children remain free from abuse or neglect during their participation in the program.

2. Within 48 hours, each referred family will have a home visit and begin the intake assessment.

Within 3 days, the family's functioning will be assessed and a copy of the family assessment will be submitted to the appropriate MDCPS personnel. Within 7 days of entering the program, each family will receive a comprehensive, individualized, strengths-based family care plan with link to appropriate resources to facilitate the family's competency.

3. During their 8-12 week course of treatment, 100% of families will receive thorough assessments of child and family functioning; assistance with accessing concrete services such as housing, clothing, and food; family therapy with focus on self-control, child management, behavior modification, communication and problem-solving skills; crisis intervention and other therapeutic services (marital therapy, depression treatment, etc.) as needed; and the opportunity to participate in evaluation of program efficacy and consumer satisfaction.
4. Staff will use a prevention focused approach, so that legal guardianship remains with parents in 95% of the cases referred to this program.
5. Monthly reports will be submitted to CPS to track process objectives, and quarterly reports will be submitted to evaluate clinical gains measured by the NCFAS G+R T/WB (North Carolina Family Assessment Scale for General Services and Reunification with Trauma and Well-Being domains).
6. By the end of the 8-12 week intensive interventions and up to 12-month follow-up period (soft support stage) for In Home Services families, a written report will be submitted to

each family's CPS case worker. This report will include recommendations to the CPS Permanency Plan regarding whether the family still requires in-home supportive services and/or CPS supervision.

**In Home Services Phase I – Intensive Family Services/Supports:**

The In Home Services Team will contact the family within 24 hours of the referral and make a home visit to the family within 48 hours of referral, at which time a preliminary action plan and family centered crisis management plan will be conducted. The In Home Services team will conduct child and family functioning assessments as well as provide family with a Community Resource Directory within 3 days of admission. The resource directory will be a listing of services and resources provided by a wide range of agencies, such as: Abuse, Adoption, Adult Education (GED), Alcohol/Drug Abuse, Arts, Audiologist/Speech, Child Day Care, Counseling, CPR/First Aid, Crisis Family Assistance, Disabilities, Disaster Relief, Divorce, Economic Assistance, Elderly Services, Employment Assistance, Families First, Family Violence, Financial Counseling, Food, Clothing, Health, Housing/Shelter, Legal Services, Literacy, Police/Security, Pregnancy, Family Planning, Rape Crisis, Recreational Centers, Rehabilitation, Rent/Utilities, Special Education, Support Groups, Transportation (Medical/Handicapped), and Youth Services.

By day 7, a comprehensive family care plan will be developed in collaboration with the In Home Services team, MDCPS workers, and family. The results of the NCFAS G+R T/W, which will be completed within 5 days of admission, will be utilized in the development of the family care plan. This plan will incorporate family-centered and culturally-appropriate outcome goals that promote family competency and the safety, permanency and well-being of the child(ren), and will specify a strategically chosen set of strengths-based, multi-system coordinated strategies to achieve these objectives. Families with emotional and/or behavioral problems requiring clinical services will be linked with local mental health providers (including Canopy-

affiliated clinicians) to insure that these issues are addressed promptly and effectively. At that time, the MDCPS personnel will be provided with a copy of the family care plan.

During the 8-10 weeks, the In Home Services Team will provide 8-10 hours of direct contact with each family each week, including home visits, telephone contacts, and accessing concrete services. A minimum of 8 hours of direct contact will be face-to-face. Staff will employ a risk and protective factor framework that involves family members, formal and informal care providers, schools, churches and other potential resources to achieve the outcomes specified in the family's treatment plan.

During Phase I, NCFAS G+R T/WB (discharge) will be re-administered, a discharge summary and after care plan is developed in collaboration with the family and MDCPS personnel, and the family's service plan will be reviewed (and modified as appropriate to the family's current situation and needs) in cooperation with the family. A termination summary will always be provided to the referring MDCPS worker and to the designated court system (when applicable).

#### **In Home Services Phase II – Transition/Closure:**

In Home Services staff can request in this phase for families to continue to receive services and supports up to another 12 weeks with reduced intensity (minimum of 4-5 hours of face to face contacts per week) for child safety and family preservation by In Home Services staff and MDCPS.

#### **In Home Services Phase III- Soft Support Stage:**

After a family completes its Phase I or Phase II service module, the In Home Services team can maintain a casual, professional relationship with families for up to one (1) year from time of entering the In Home Services program to check on from time to time or to receive a call seeking

advice or information. The Phase/service will only be provided to families if deemed necessary by the In Home Services team. The designated In Home Services staff person will follow up with the family once a month by phone or home visit (if necessary). Telephone contact will occur monthly for up to a year after termination. The strengths-based, no blame problem-solving approach will continue to be used throughout the program.

**Target Population and Geographic Area:**

The geographic area to be served will include all eighty-two counties across the state of Mississippi. There are significant differences between the Regions. As a result, Canopy will work closely with each CPS region to ensure that the unique needs of each community are addressed. If possible, we would like to be able to adjust staff distribution over time as changing needs alter the demand for these services in various Regions.

Given our unique position to tap existing infrastructure, we will be able to rapidly deploy teams to serve counties in all seven (7) CPS regions in the state. However, in view of the new staff required for this project, we would like to work with CPS on a mutually agreeable plan to meet the family preservation needs of every county in the state.

**Plans for Involvement of Community Volunteers:**

While it is our intention to engage a wide variety of community volunteers on behalf of this program, we will definitely engage the volunteer groups with which Canopy Children's Solutions has existing ongoing relationships. These includes the Canopy Children's Solutions Auxiliary (for plan birthday parties & family events); MAP Teams (for coordination of services), Big Brothers Big Sisters (for mentoring children); Boy and Girls Clubs (for leisure skills building); Jackson State University, Mississippi College, University of Southern Mississippi, and Mississippi Families as Allies (serve as family advocates and provide training



and support groups for families).

**How Community Collaboration Will Be Implemented:**

It is our belief that families in crisis need individualized and multiple supports – much like a stool needs more than one leg – in order to achieve and maintain stability. Thus, community collaboration is an essential component in an effective family support network. Community collaboration will occur in part through participation in local Multiagency Assessment and Planning (MAP) Teams as well as linking our families with Families First Centers across the state when appropriate. The MAP (Multiagency Assessment and Planning) team reviews cases of children who are at immediate risk for an inappropriate 24 hour institutional placement due to lack of access or availability of needed services in the community, identify resources for children and families, and expedite the coordination of services across agencies.

**Discharge Planning:**

A decision for discharge will involve the MDCPS In Home Services Statewide Coordinators, MDCPS County Caseworker, Canopy Site Manager/In Home Services Supervisor and the In Home Services Team. Reasons for discharge may include:

1. Completion of the intensive services.
2. Reaching goals and desired outcomes.
3. Lack of cooperation by family.
  - a. Failure to keep appointments and other significant avoidance, and failure to follow through.
  - b. Hostility; unworkable level of resistance.
4. Child remains at risk and/or abusive parent does not develop controls.
5. Abuse or injury to the child which results in the child being removed from the home.

**Aftercare Plan:**

Prior to discharging a family who has completed the Phase I Intensive Level of Services, a final FTM will be held to discuss overall status and progress of family as well as any needs or concerns to be addressed prior to discharge. Any pending tasks and/or scheduled appointments to be followed through by the family should also be discussed prior to discharge. Aftercare planning should be reflected in the discharge summary including sufficient details related to involved service providers, contact information for any outside providers, scheduled appointments including date and time, etc.

**Extensions:**

In Home Services Teams may request extensions for up to another 12 weeks (period) if it is determined that an extension would allow the family to complete or reach additional goals or positive outcomes prior to discharge. All requests should be sent to the In Home Services Statewide Program Coordinators 14 days prior to the projected discharge date by uploading to the Smartsheet. The In Home Services Statewide Program Coordinators will be alerted in the Smartsheet and the supervisor/site manager will be notified via Smartsheet if the extension has been granted or denied.

**Termination of Program Solutions and Supports**

When the family is deemed ready to function safely on their own, based on family functioning evaluation scores, Family Service Plan (Comprehensive Case Plan) goal accomplishment, and consensus of MDCPS and program staff, a termination summary report will be submitted to MDCPS and to the court, if applicable, providing an assessment of the family functioning and outcomes of the FSP goals. Peer support for the family will still be accessed when identified as a need. When convinced that the In Home Services efforts are not enough to ensure sufficient family functioning and child safety, In Home Services staff will submit a termination report to

MDCPS and court, if applicable, providing evidence of a lack of family effort, capacity, and/or willingness to implement the elements of the FSP which may result in termination of parental rights.

### **Reporting**

The Canopy Children's Solutions teams will provide weekly reports to the CPS county case worker. Additionally, these reports will be part of the weekly upload to MACWIS. These weekly reports will be documented in a Communication Note and will include services provided and progress toward the In Home Services Case Plan goals/NCFAS G+R T/WB areas. This report will document specific case management activities, as well as specific therapeutic services and outcomes accomplished, that were provided during the week. The family assessments as well as the initial and updated Comprehensive Case Plans regarding the family members will be provided to the assigned CPS staff, as soon as available.

Communication is a building block of healthy and effective relationships that are vital as Canopy Children's Solutions In Home Services staff and CPS staff work together to change the lives of the children and families we serve. In Home Services staff is committed to communicating consistently and effectively to promote a collaborative approach to service. Upon receiving a referral, In Home Services staff will call the assigned CPS worker to coordinate the initial face to face with the family. Ongoing communication includes communication with CPS workers about and during family team meetings, bi-weekly conference calls and when needed during services via phone or stopping by the local CPS office.

Records are kept on file by Canopy Children's Solutions In Home Services staff through the electronic health record (Evolv) and are available for CPS audit purposes that document family cases served, case type and amount of time spent on each case by service category. Canopy

Children's Solutions will provide a Quarterly and Annual Report to MDCPS to include program data, progress toward outcomes, NCFAS G+R T/WB report, staff training report, results of family and worker surveys, and success stories. NCFAS G+R T/WB Reports – NCFAS G+R T/WB data is generated from individual assessment scores at intake and discharge per case. The scores are computed for each domain, as it relates to Preservation/Reunification cases. The results are reported to CPS in the Quarterly and Annual Report. The NCFAS G+R T/WB will be completed by the therapist.

### **Program Evaluation**

Evaluation of the In Home Services program by Canopy will be accomplished through development of performance outcome measures and through inclusion in monitoring and evaluation activities conducted under the Canopy Quality Management System (QMS). The goal of the QMS is to develop and implement a continuous measurement and evaluation system that meaningfully and accurately reflects the performance of the organization and promotes individual, programmatic and organizational improvement.

The QMS is designed to evaluate organizational processes and family outcomes by measuring and analyzing the effectiveness and efficiency of organization performance. Quality Management processes help to inform policy development and revision. The organization utilizes state and national licensure and accreditation standards and processes to reflect the quality and safety of its programs, to guide its quality management program and to develop its key quality indicators.

Canopy will also assist with the outcome evaluation tools that will be administered by a 3<sup>rd</sup> party. The In Home Services staff will be required to cooperate and help facilitate the evaluation

process, including facilitating the access to participating families and collection of relevant data in three primary areas of:

**1. Safety:**

Identification and determination of sustained safety of child(ren) and other family members based on existing safety factors identified by MDCPS.

**2. Family Functioning:**

- a. Family Maintenance – family unit remains intact and functioning with no out of home placements.
- b. Family Reunification – family unit is reunified and maintained without re-entry into the system.
- c. Family Knowledge and Skill Improvement – measure of such things as the family's increased knowledge of and linkage to community resources and supports, improved parenting and coping skills, appropriate medical (physical and mental) care is accessed, enhanced conflict resolution skills, basic (food, clothing, shelter, security, financial) needs are met.

**3. Program Satisfaction:**

- a. Family Satisfaction – standard tool to assess satisfaction with program activities, outcomes, and staff relations.
- b. MDCPS staff satisfaction – standard tool to assess satisfaction with program staff, services, and outcomes.

**Outcomes****Preservation:**

Annually, at least 90% of the identified children in the Family Preservation cases at the time of discharge, will have been safely maintained in the same home as the referral or with a family member/relative; therefore, preventing the child/children from entering the MDCPS foster care system.

**Reunification:**

Annually, at least 90% of the identified children in the Reunification cases at the time of discharge, where the child was actually placed back in the home (by the court or MDCPS) during services, will have been safely maintained with family, preventing the child/children from re-entering foster care.

**NCFAS G+R T/WB Scores, Preservation:**

Annually, aggregate NCFAS G+R T/WB scores for family preservation cases will reflect improvement (increase in scores from intake to discharge) in the eight (8) areas of family functioning: Environment, Parental Capabilities, Family Interventions, Family Safety, Child Well-being, Social/Community Life, Self-Sufficiency and Family Health. NCFAS G+R T/WB results will be reported quarterly and annually.

**NCFAS G+R T/ WB Scores, Reunification:**

Annually, aggregate NCFAS G+R scores for reunification cases will reflect improvement (increase in scores from intake to discharge) in the ten (10) areas of family functioning:

Environment, Parental Capabilities, Family Interactions, Family Safety, Child Well-being, Social/Community Life, Self-Sufficiency, Family Health, Caregiver/Child Ambivalence and Readiness for Reunification. NCFAS G+R T/WB results will be reported quarterly and annually.

**Family Surveys:**

Based on the Family Surveys at discharge, 90% of families served will indicate satisfaction with Family Preservation or Reunification services.

**Perception of Care (POC):**

POC surveys are provided at admission and discharge to collect information from child(ren), families, and community partners to elevate the core values of the agency. This information is used to continuously improve Canopy practice, programs, and services.



Mississippi Department of Child Protection Services  
Rate Proposal Form  
For RFP No. 2018INHOM001Proposer: MS Children's Home Society dba Canopy Children's Solutions

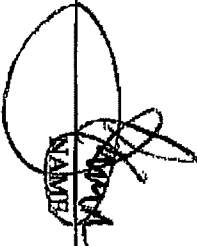
12 months

	Services/Support Component	Duration	Unit	Unit Cost	Estimated Number of Units	Proposed Unit Cost	Unit Cost per Day	Unit Cost per Month	Unit Cost per Enrollment
A.	Intensive Family Services/Supports	Up to 12 weeks Up to an additional 12 weeks	Family	\$ 7,056.00	1,499	\$ 10,580,000.00	\$ 84.00	\$ 2,604.00	\$ 7,056.00
B.	Step Down services/supports	Up to a total of 52 weeks (Inclusive of periods A&B)	Family	\$ 3,528.00	304	\$ 1,072,512.00	\$ 42.00	\$ 1,302.00	\$ 3,528.00
C.	Soft Support Period		Family	\$ 4,380.00	100	\$ 438,000.00	\$ 24.00	\$ 744.00	\$ 4,380.00
	<b>TOTAL</b>					\$ 12,090,512.00	\$ 150.00	\$ 4,650.00	\$ 14,964.00

NOTE: The unit cost for a family in the Step Down stage should be half (1/2) of the cost of the Intensive stage, and the unit cost for the family in the Soft Support stage should be half (1/2) of the unit cost of the Step Down Stage.

\*\*\* Estimated unit costs will vary if number of estimated units changes.

I certify that I am legally obligating the above named Proposer to the conditions of this Rate Proposal Form.

  
NAME

  
TITLE

34 months

Mississippi Department of Child Protection Services  
Rate Proposal Form  
For RFP No. 2018INHOME001

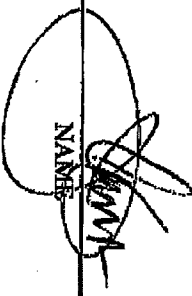
Proposer: MS Children's Home Society dba Canopy Children's Solutions

Services Support Component	Duration	Unit	Unit Cost	Estimated Number of Units	Projected Total Cost	Unit Cost Per Day	Unit Cost Per Month	Unit Cost Per Enrollment
A. Intensive Family Services/Supports	Up to 12 weeks	Family	\$ 7,056.00	750	\$ 5,290,000.00	\$ 84.00	\$ 2,604.00	\$ 7,056.00
B. Step Down services/supports	Up to an additional 12 weeks	Family	\$ 3,528.00	152	\$ 536,256.00	\$ 42.00	\$ 1,302.00	\$ 3,528.00
C. Soft Support Period	Up to a total of 52 weeks (Inclusive of periods A&B)	Family	\$ 4,380.00	50	\$ 219,000.00	\$ 12.00	\$ 372.00	\$ 4,380.00
<b>TOTAL</b>					\$ 6,045,256.00	\$ 138.00	\$ 4,278.00	\$ 14,964.00

NOTE: The unit cost for a family in the Step Down stage should be half (1/2) of the cost of the Intensive stage, and the unit cost for the family in the Soft Support stage should be half (1/2) of the unit cost of the Step Down Stage.

\*\*\* Estimated unit costs will vary if number of estimated units changes.

I certify that I am legally obligating the above named Proposer to the conditions of this Rate Proposal Form.

  
 NAME  
  
 TITLE

# EXHIBIT B

## 2<sup>nd</sup> Modified Mississippi Settlement Agreement And Reform Plan

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcps.ms.gov/olivia-y-lawsuit/>

DocuSign Envelope ID: E70FFDBB-119B-4B78-8E75-1145D7530579

MISSISSIPPI  
FORM MDHS-SCSS-1002  
Revised 10/31/2016

STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
SUBGRANT SIGNATURE SHEET  
P.O. BOX 352  
JACKSON, MISSISSIPPI 39205-0352

## MDHS FUNDING DIVISION:

<b>1. SUBGRANTEE'S NAME, ADDRESS &amp; PHONE NUMBER:</b>  <u>Mississippi's Children's Home Society</u> <u>d/b/a Canopy Children's Solutions</u> <u>1465 Lakeland Drive</u> <u>Jackson, Mississippi 39216</u>		<b>2. EFFECTIVE DATE:</b>  <u>7/01/17</u>																	
<b>3. AGREEMENT NUMBER(S):</b>  		<b>4. a. GRANT IDENTIFIER (funding source and year)</b> <b>b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER(S):</b>																	
<b>5. BEGINNING AND ENDING DATES:</b>  <u>7/01/17-6/30/19</u>		<b>6. SUBGRANT PAYMENT METHOD:</b> <u>CURRENT NEEDS/CASH ADVANCE</u> <input checked="" type="checkbox"/> <u>COST REIMBURSEMENT</u> <u>OTHER</u>																	
<b>7. PAGE 1 OF</b>																			
<b>8. THE FOLLOWING FUNDS ARE OBLIGATED:</b>  <table border="0"> <tr> <td>FEDERAL \$</td> <td></td> <td>ADMINISTRATION \$</td> <td></td> </tr> <tr> <td>STATE \$</td> <td><u>12,090,512.00</u></td> <td>SERVICES \$</td> <td></td> </tr> <tr> <td>OTHER \$</td> <td></td> <td>OTHER \$</td> <td></td> </tr> <tr> <td>TOTAL \$</td> <td><u>12,090,512.00</u></td> <td>TOTAL \$</td> <td><u>12,090,512.00</u></td> </tr> </table>				FEDERAL \$		ADMINISTRATION \$		STATE \$	<u>12,090,512.00</u>	SERVICES \$		OTHER \$		OTHER \$		TOTAL \$	<u>12,090,512.00</u>	TOTAL \$	<u>12,090,512.00</u>
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OTHER \$		OTHER \$																	
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<b>9. THE SUBGRANTEE AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:</b>  <table border="0"> <tr> <td>a. SUBGRANT SIGNATURE SHEET</td> <td>3) STANDARD ASSURANCES POLICY</td> </tr> <tr> <td>b. BUDGET SUMMARY</td> <td>4) DEBARMENT POLICY</td> </tr> <tr> <td>c. COST SUMMARY SUPPORT SHEET</td> <td>5) DRUG FREE WORKPLACE POLICY</td> </tr> <tr> <td>d. BUDGET NARRATIVE</td> <td>6) SUBGRANT MANUAL ACCEPTANCE</td> </tr> <tr> <td>e. SUBGRANT AGREEMENT</td> <td>f. VERIFICATION OF 25% FIDELITY BOND</td> </tr> <tr> <td>1) SCOPE OF SERVICES</td> <td>g. COPY OF BOARD RESOLUTION (If applicable)</td> </tr> <tr> <td>2) GENERAL TERMS AND PROVISIONS</td> <td>h. COST ALLOCATION &amp; INDIRECT COST RATES</td> </tr> </table>				a. SUBGRANT SIGNATURE SHEET	3) STANDARD ASSURANCES POLICY	b. BUDGET SUMMARY	4) DEBARMENT POLICY	c. COST SUMMARY SUPPORT SHEET	5) DRUG FREE WORKPLACE POLICY	d. BUDGET NARRATIVE	6) SUBGRANT MANUAL ACCEPTANCE	e. SUBGRANT AGREEMENT	f. VERIFICATION OF 25% FIDELITY BOND	1) SCOPE OF SERVICES	g. COPY OF BOARD RESOLUTION (If applicable)	2) GENERAL TERMS AND PROVISIONS	h. COST ALLOCATION & INDIRECT COST RATES		
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2) GENERAL TERMS AND PROVISIONS	h. COST ALLOCATION & INDIRECT COST RATES																		
<b>10. SOURCE</b>	<b>PURPOSE</b>	<b>CONTRACT #</b>	<b>PERIOD (dates)</b>	<b>AMOUNT</b>															
				\$															
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				\$															
<b>11. APPROVED FOR MDCPS:</b>		<b>12. APPROVED FOR SUBGRANTEE</b>																	
DocuSigned by: BY: <u>Kristi R. Plotner, LCSW</u> DATE <u>8/4/2017</u> MDCPS Commissioner 564B8E9DE19E46D...		DocuSigned by: BY: <u>Dr. John Damon</u> DATE <u>8/4/2017</u>   3:37 PM CDT TITLE <u>Chief Executive Officer</u>																	

# EXHIBIT C

## BUDGET NARRATIVE

DocuSign Envelope ID: E70FFDBB-119B-4B78-8E75-1145D7530579  
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Mississippi  
 Form MDHS-CSSS-1006  
 Revised 10/31/16

### MISSISSIPPI DEPARTMENT OF HUMAN SERVICES BUDGET SUMMARY

Page **2** of **5** Pages

<b>1. Applicant Agency</b> Mississippi Children's Home Society DBA Canopy Children's Solutions						
<b>2. Agreement Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b> 7/1/2017		<b>5. Ending Date</b> 6/30/2019
<b>6. Submitted as part of (check one):</b> A. Funding Request <input checked="" type="checkbox"/> B. Modification <input type="checkbox"/> Modification Effective Date:						
7. Budget Activity	Funding Sources					
	Federal	State	Local	Program	In-Kind	Total
Intensive Family Support		\$10,580,000				\$10,580,000
Step Down Service Support		\$1,072,512				\$1,072,512
Soft Support Period		\$438,000				\$438,000
<b>TOTAL</b>		<b>\$12,090,512</b>				<b>\$12,090,512</b>

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 Form MDHS-CSSS-1007  
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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
 COST SUMMARY SUPPORT SHEET**

Page **3** of **5** Pages

<b>1. Applicant Agency</b> Mississippi Children's Home Society DBA Canopy Children's Solutions						
<b>2. Agreement Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b> 7/1/2017		<b>5. Ending Date</b> 6/30/2019
<b>6. Activity</b> Intensive Family Support						
<b>7. Budget Category</b>	<b>8. Budget Amount</b>					
	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
Salaries		5,479,705.63				5,479,705.63
Fringe Benefits		1,499,329.27				1,499,329.27
Travel		682,070.45				682,070.45
Contractual Services		1,673,039.33				1,673,039.33
Commodities		152,777.18				152,777.18
Equipment		131,259.96				131,259.96
Indirect		961,816.18				961,816.18
<b>TOTAL</b>		10,580,000.00				10,580,000.00



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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
COST SUMMARY SUPPORT SHEET**

Page 4 of 5 Pages

<b>1. Applicant Agency</b> Mississippi Children's Home Society DBA Canopy Children's Solutions						
<b>2. Agreement Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b> 7/1/2017		<b>5. Ending Date</b> 6/30/2019
<b>6. Activity</b> Step Down Service Support						
<b>7. Budget Category</b>	<b>8. Budget Amount</b>					
	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
Salaries		555,486.77				555,486.77
Fringe Benefits		151,989.48				151,989.48
Travel		69,142.60				69,142.60
Contractual Services		169,598.74				169,598.74
Commodities		15,487.27				15,487.27
Equipment		13,308.05				13,308.05
Indirect		97,501.09				97,501.09
<b>TOTAL</b>		<b>1,072,512.00</b>				<b>1,072,512.00</b>

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
 COST SUMMARY SUPPORT SHEET**

Page 5 of 5 Pages

<b>1. Applicant Agency</b> Mississippi Children's Home Society DBA Canopy Children's Solutions						
<b>2. Agreement Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b> 7/1/2017		<b>5. Ending Date</b> 6/30/2019
<b>6. Activity</b> Soft Support Period						
<b>7. Budget Category</b>	<b>8. Budget Amount</b>					
	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
Salaries		226,853.60				226,853.60
Fringe Benefits		62,070.52				62,070.52
Travel		28,236.94				28,236.94
Contractual Services		69,261.93				69,261.93
Commodities		6,324.80				6,324.80
Equipment		5,434.03				5,434.03
Indirect		39,818.18				39,818.18
<b>TOTAL</b>		<b>438,000</b>				<b>438,000</b>

**EXHIBIT B - 1**  
**Budget Summary and Narrative:**  
**MS Children's Home Society DECA Company Children's Solutions**  
**RFP No. 2018IN000101**  
**July 1, 2017 - June 30, 2018**

	July 1, 2017 - June 30, 2018	July 1, 2017 - June 30, 2018	July 1, 2017 - June 30, 2018	Grand Total
	Amount	Amount	Amount	
<b>Clinical Team Supervisors:</b> These Licensed Master's or Certified Mental Health (CMHT) level positions will provide oversight and administrative responsibility to the In-Home Services Teams. Allocation based on staff available to serve CPS referrals and time spent providing oversight and administrative duties for CPSR teams. To include job titles of Program Supervisor, Site Managers and/or Permanency Supervisor.	\$423,000.00	\$423,000.00	\$423,000.00	\$846,000.00
80 Therapists allocation based on staff available to service CPS referrals. Time spent per case member will be retained for audit purposes.	\$1,290,000.00	\$1,290,000.00	\$1,290,000.00	\$2,580,000.00
Documentation for Family Support Services will be provided per case.	\$693,000.00	\$693,000.00	\$693,000.00	\$1,386,000.00
30 Case Managers allocation based on staff available to serve CPS referrals. Time spent per case member will be retained for audit purposes.	\$48,000.00	\$48,000.00	\$48,000.00	\$96,000.00
Documentation for Family Support Services will be provided per case.	\$35,000.00	\$35,000.00	\$35,000.00	\$70,000.00
4 Regional Directors - These positions will serve as directors for the four regions of the state, providing regional administrative and management services for In-Home Services.	\$25,000.00	\$25,000.00	\$25,000.00	\$50,000.00
50% of this time: Time is allocated based upon allocation by program size and time spent providing support for the In-Home services.	\$157,173.00	\$157,173.00	\$157,173.00	\$314,346.00
Practice Training Specialists Responsible for professional development, annual and new hire orientation training for In-Home Services Staff	\$64,000.00	\$64,000.00	\$64,000.00	\$128,000.00
Family Preservation Coordinator - This Family Preservation Coordinator is responsible for the coordination and serves as the liaison for the family preservation program statewide. Works in collaboration with the Intensive In-Home Services Director to oversee the practice of the family preservation program as it relates to planning, organizing, and administering family preservation/transition services including implementation of evidence based (fused) practices, standardization of day to day operations, staff training and development, program policies and procedures, as well as program fiscal management. Responsible for all intensive management will be critical to achieving the specific objectives and goals. This position will also collaborate with state and local personnel including MCPHS, MDH&H, Medicaid, and other regulatory agencies as appropriate. Provide administrative support to the Director of Intensive In-Home Services.	\$52,000.00	\$52,000.00	\$52,000.00	\$104,000.00
Part-time Child and Family Advocate - This role will serve as a representative of, and advocate for youth and their families and is responsible for maintaining communication among families, the community, and In-Home Services staff.	\$16,000.00	\$16,000.00	\$16,000.00	\$32,000.00
Director of Intensive In-Home Services - 50% of time will have practice oversight to all intensive In-Home based programs including the implementation of CPSR and oversight of the family preservation program as it relates to planning, organizing and administering family preservation/transition services.	\$47,850.00	\$47,850.00	\$47,850.00	\$95,700.00
This is allocated based upon allocation by program size.	\$3,131,023.00	\$3,131,023.00	\$3,131,023.00	\$6,262,046.00
<b>TOTAL</b>				
<b>BENEFITS</b>				
FICA @ .0765 x \$3,131,023	\$239,523.26	\$239,523.26	\$239,523.26	\$479,046.52
Workers compensation @ .3% x \$3,131,023	\$93,930.69	\$93,930.69	\$93,930.69	\$187,861.38
Health and life insurance @ .0007 x \$3,131,023	\$420,000.00	\$420,000.00	\$420,000.00	\$840,000.00
Retirement & eligible disability after 1 year of employment @ .04 x \$3,131,023	\$93,930.69	\$93,930.69	\$93,930.69	\$187,861.38
Unemployment insurance @ .16% on first \$7,000.00 (approx. 70 FTEs x 7,000 x .16%)	\$9,310.00	\$9,310.00	\$9,310.00	\$18,620.00
<b>TOTAL</b>	\$866,694.64	\$866,694.64	\$866,694.64	\$1,733,389.28
<b>TRAVEL</b>				
Lodging, meals, registrations for staff for conferences & training and business related travel - staff	\$23,000.00	\$23,000.00	\$23,000.00	\$46,000.00
to attend training/conferences and business related meeting @ \$400.00	\$367,725.00	\$367,725.00	\$367,725.00	\$735,450.00
Message - mileage reimbursement up to (ederal allowed reimbursement rate \$0.55/mile @ 682,000 miles	\$369,725.00	\$369,725.00	\$369,725.00	\$739,450.00
<b>TOTAL</b>				
<b>CONTRACTUAL</b>				
Training - Includes contract with consultants for 14 days at \$1,500.00 a day and training provided for and by program staff, as well as conferences for staff development	\$115,900.00	\$115,900.00	\$115,900.00	\$231,800.00
This also includes travel (lodging, meals, airfare) for consultants	\$50,000.00	\$50,000.00	\$50,000.00	\$100,000.00
14 x \$1,000.00 x (\$150 per year for no staff for Practice Wages)				
Professional fees for 40 licensed staff, other training fees and software licensing fees.	\$850,000.00	\$850,000.00	\$850,000.00	\$1,700,000.00
Telephone - Includes cell phone usage and office phone system estimated @ \$50/mo for 11				

offices for 12 months. This includes dedicated conference line for DHS for In-House cases starting \$950 x 11 x 12	\$125,400.00	\$125,400.00	\$295,800.00
Accounting - Includes a portion of the annual audit required by outside certified public accounting firm. This allocation represents approximately 30% of the annual fee of \$75,000.00	\$22,500.00	\$22,500.00	\$45,000.00
Printing - Includes printing cost for 11 offices at \$7,000	\$11,000.00	\$11,000.00	\$22,000.00
Lease property - Rental of office space estimated @ \$9,000 for 11 offices for 12 months	\$99,000.00	\$99,000.00	\$1,980,000.00
Utilities - Includes gas, electricity, water, internet hook up and access, other utilities, and ceiling and hook-up installation cost estimated at \$800 per month for 12 months for 11 offices	\$10,800.00	\$10,800.00	\$216,000.00
Postage and shipping - Includes postage and shipping for all 11 offices	\$12,000.00	\$12,000.00	\$24,000.00
Insurance - Professional liability, property/equipment coverage and other estimated at \$2500 for 11 offices	\$27,500.00	\$27,500.00	\$55,000.00
Equipment rental - Includes equipment rental to equip 11 offices estimated at \$1,500.00 per office annually for copier, fax machine, postage meter and other misc. rental	\$16,500.00	\$16,500.00	\$33,000.00
First Funds for families to assist with concrete needs, not restricted	\$22,500.00	\$22,500.00	\$45,000.00
<b>TOTAL</b>	<b>\$355,900.00</b>	<b>\$355,900.00</b>	<b>\$1,911,200.00</b>
<b>COMMUNITIES</b>			
Office Supplies - Paper, pens, calculator tape, computer, and copier supplies	\$18,200.00	\$18,200.00	\$36,400.00
Janitorial supplies - Cleaning products, toiletries and other janitorial items	\$2,400.00	\$2,400.00	\$4,800.00
Program Expenses - Materials for training sessions and other items including transcripts, notebooks, DVDs, workbooks, handouts, training curriculum and other parenting educational materials and other supplies applicable to the program, and misc.	\$52,000.00	\$52,000.00	\$104,000.00
Postage and Shipping	\$16,500.00	\$16,500.00	\$33,000.00
Gasoline - For travel in a company vehicles (mileage will not be paid to the individuals) in region.	\$3,194.53	\$3,194.53	\$6,389.06
<b>TOTAL</b>	<b>\$87,294.53</b>	<b>\$87,294.53</b>	<b>\$174,583.59</b>
<b>EQUIPMENT</b>			
Technology equipment	\$75,000.00	\$75,000.00	\$150,000.00
<b>TOTAL</b>	<b>\$75,000.00</b>	<b>\$75,000.00</b>	<b>\$150,000.00</b>
<b>Included Cost at 10%</b>	<b>\$5,495,637.27</b>	<b>\$5,495,637.27</b>	<b>\$109,912,745.4</b>
<b>GRAND TOTAL</b>	<b>\$5,495,637.27</b>	<b>\$5,495,637.27</b>	<b>\$109,912,745.4</b>

# Standard Assurances and Certifications

**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

Please See Section 2.2 for Agency Insurance

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

N/A

**SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:**

Mississippi Children's Home Services

CARES Center, Inc

**SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:**

P.O. Box 1078, Jackson, MS 39215

1465 Lakeland Drive, Jackson, MS 39216

1900 N. West Street, Jackson, MS 39202

**TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE**

John D. Damon, Ph.D.

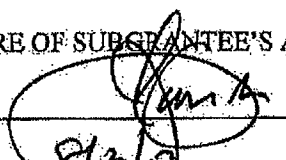
Chief Executive Officer

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

**SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:**

Signature

Date

  
8/3/17

**IV. UNRESOLVED MONITORING FINDINGS;  
UNRESOLVED AUDIT FINDINGS;  
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

N/A

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

N/A

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

N/A



# FEDERAL DEBARMENT VERIFICATION

Partnership Debarment Verification Form  
Revised April 5, 2016

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
PARTNERSHIP DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	Mississippi Children's Home Society d/b/a Canopy Children's Solutions
Authorized Official's Name	John D. Damon, Ph.D.
DUNS Number	070863760
Address	1465 Lakeland Drive, Jackson, MS 39216
Phone Number	601-352-7784

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official

Date

8/3/17

# Fidelity Bond/ Certificate of Insurance

DocuSign Envelope ID: E70FFDBB-119B-4B78-8E75-1145D7530579

Client#: 19331

MSCHI

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900		<b>CONTACT NAME:</b> Kristen Wade <b>PHONE (A/C, No, Ext):</b> 601 948-2900 <b>FAX (A/C, No):</b> 601 355-3227 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Mississippi Children's Home Services dba Canopy Children's Solutions P.O. Box 1078 Jackson, MS 39215-1078		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire <b>INSURER B:</b> New Hampshire Insurance Company <b>INSURER C:</b> Travelers <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		29LX06641449	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS & COM/OP AGG \$3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CA04819235	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE CED <input type="checkbox"/> RETENTIONS		29UD0166989021	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	<b>Professional Liability</b>		29LX06641449	12/31/2016	12/31/2017	\$1,000,000/\$3,000,000
C	<b>Emp. Dishonesty</b>		105542230	12/31/2016	12/31/2017	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability, Professional Liability and Auto Liability policies contain Blanket Additional Insured per written Contract, Agreement or Permit. General Liability policy also contains Blanket Waiver of Subrogation, per written Contract, Agreement or Permit. All coverage is subject to policy terms, conditions and exclusions.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Mississippi Department of Child Protection Services P.O. Box 346 Jackson, MS 39205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dwight D. Worley</i>

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**DESCRIPTIONS (Continued from Page 1)**

**Named Insureds:**

Mississippi Children's Home Services, Inc. dba Canopy Children's Solutions

Mississippi Children's Home Society

CARES Center, Inc.

# W9 FORM

<b>Form W-9</b> (Rev. December 31-14) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Mississippi Children's Home Society</b>		
2 Business name/disregarded entity name, if different from above <b>Canopy Children's Solutions</b>		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ (Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.) <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501(C)(3)</b>		
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3). Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applicable to accounts with interest payable (see 1.02))		
5 Address (number, street, and apt. or suite no.) <b>PO Box 1078</b> 6 City, state, and ZIP code <b>Jackson, MS 39215</b>		Requester's name and address (optional)
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, use the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.		Social security number <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> OR Employer identification number <table border="1"> <tr> <td>6</td><td>4</td><td>-</td><td>0</td><td>3</td><td>0</td><td>3</td><td>0</td><td>8</td><td>5</td> </tr> </table>											6	4	-	0	3	0	3	0	8	5
6	4	-	0	3	0	3	0	8	5													

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at <a href="http://www.irs.gov/irb">www.irs.gov/irb</a> .	• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filed-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
<b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)	



# Notification of Liability

**Mississippi Department of Child Protection Services  
Board Member's Notification of Liability**

MDCPS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

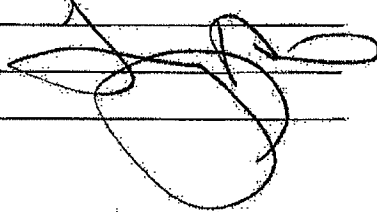
I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by MDCPS of liability in the event that Mississippi Children's Home Society d/b/a Canopy Children's Solutions misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director 

Name: John D. Damon, Ph.D.

Organization: Mississippi Children's Home Society d/b/a Canopy Children's Solutions

Date: 8/3/17

Witness Signature: Tammy Amls, MBA 

Date: 8/3/17

# Subgrant Acceptance Form

SAMA-003-01  
March 2017**MDHS Subgrant/Agreement Manual Acceptance Form****Subgrant/Agreement Manual Coordinator**

Each Subgrantee should designate a Mississippi Department of Child Protection Services, Mississippi Department of Human Services Subgrant/Agreement Manual coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

Wanda Thomas, LCSW- Intensive In-Home Director

As duly authorized representative of the Mississippi Children's Home Society d/b/a Canopy Children's Solutions

John D. Damon, Ph.D.

, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2016 Mississippi Department of Human Services Subgrant/Agreement Manual.

Signature

Chief Executive Officer

Title

Date

Mississippi Children's Home Society d/b/a

Canopy Children's Solutions

Organization

# MINORITY VENDOR SELF CERTIFICATION FORM

**STATE OF MISSISSIPPI  
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: Mississippi Children's Home Society d/b/a Canopy Children's Solutions

Address: 1465 Lakeland Drive Post Office Box: 1078

City: Jackson State: MS Zip: 39216

Telephone: 601-352-7784 Tax I.D.: 64-0303085

SAAS Vendor#s (if known): \_\_\_\_\_

**MINORITY STATUS**

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

   Applicable    \* Not Applicable

**IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:**

**Minority Business Enterprise**

- A (Asian Indian)  
   B (Asian Pacific)  
   C (Black American)  
   D (Hispanic American)  
   E (Native American)

**Women Business Enterprise**

- M (Asian Indian)  
   N (Asian Pacific)  
   O (Black American)  
   P (Hispanic American)  
   Q (Native American)  
   R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Mississippi Children's Home Society d/b/a  
 Business: Canopy Children's Solutions

Certified by: 

Date: \_\_\_\_\_ Title: CEO Name Printed: John D. Damon, Ph.D

# E-Verify



Company ID Number: 118278  
Client Company ID Number: 702810

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Mississippi Children Home Services (Employer), and The Ultimate Software Group, Inc (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12959, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.





Company ID Number: 116278  
Client Company ID Number: 702810

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination



Company ID Number: 116278  
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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the Initial Inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish